

1 Honorable Thomas S. Zilly  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

9 FAIR HOUSING CENTER OF  
WASHINGTON,

10 Plaintiff,

11 v.

12 BREIER-SCHEETZ PROPERTIES, LLC, a  
Washington corporation; and FREDERICK  
13 BREIER-SCHEETZ, an individual,

14 Defendants.

No. 2:16-cv-00922-TSZ

PLAINTIFF'S SUPPLEMENTAL BRIEF  
IN SUPPORT OF INJUNCTIVE RELIEF

15 In its Complaint, the Fair Housing Center of Washington requested “an injunction to stop  
16 Defendants’ illegal conduct and prevent it from occurring again in the future; and including  
17 requirements of adopting a new non-discriminatory policy, training, monitoring, testing,  
18 reporting, and auditing . . .” Dkt. 1 at 8. Each of these components is important to remedy and  
19 prevent Defendants’ long-running violations of fair housing laws. Accordingly, whether the  
20 Court considers each component now on summary judgment or at trial, Plaintiff addresses their  
21 propriety in this supplemental briefing.<sup>1</sup>

22 In the Court’s order granting Plaintiff’s counter-motion for summary judgment, the Court  
23 stated it “encourages the parties to confer and attempt to reach agreement on the remedies that  
24 are appropriate in this case” as to injunctive relief. Dkt. 42 at 10. Accordingly, Plaintiff’s  
25 counsel wrote to the defense on May 17, 2017: “In the spirit of the Court’s order, I invite  
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27 <sup>1</sup> Plaintiff withdraws its request for civil penalties under RCW 49.60.225.

1 Defendants to respond to our proposals [for injunctive relief identified previously] and arrange a  
 2 time to discuss them with me to see if we can reach agreement.” Declaration of Jesse Wing, Ex.  
 3 B. The defense initially wrote that it would respond; but it has never done so, even after  
 4 additional prompting by Plaintiff’s counsel. *Id.*, Ex. C and ¶3.

## 5 I. STANDARDS FOR INJUNCTIVE RELIEF

6 The purpose of the Fair Housing Act is “to provide within constitutional limitations, for  
 7 fair housing throughout the United States.” 42 U.S.C. § 3601. The Act authorizes injunctive  
 8 relief “as the court deems appropriate” to: (1) bar unlawful practices and (2) to impose  
 9 appropriate affirmative actions. 42 U.S.C. § 3613(c)(1); *See Ueno v. Napolitano*, No. 04 CV  
 10 1873 (SJ) VVP, 2007 WL 1395517, at \*6 (E.D.N.Y. May 11, 2007) (“[T]he two most common  
 11 forms of injunctive relief requested under the FHA seek either to prohibit the offending party  
 12 from engaging in future acts of housing discrimination or to impose upon that party certain  
 13 affirmative duties to atone for past discrimination and prevent recurrence of such acts.”) Indeed,  
 14 when faced with a civil rights violation, a District Court has “not merely the power but the duty”  
 15 to remedy the effects of past violations and bar similar violations in the future. *Louisiana v.*  
 16 *United States*, 380 U.S. 145, 154 (1965).

17 For nearly forty years, the Ninth Circuit has “held that where a defendant has violated a  
 18 civil rights statute, we will presume that the plaintiff has suffered irreparable injury from the fact  
 19 of the defendant’s violation.” *Smallwood v. Nat'l Can Co.*, 583 F.2d 419, 420 (9th Cir. 1978).  
 20 The Ninth Circuit has applied that principle to the federal Fair Housing Act, *Silver Sage*  
 21 *Partners, Ltd. v. City of Desert Hot Springs*, 251 F.3d 814, 827 (9th Cir. 2001) (reversing failure  
 22 to enter injunctive relief to prevent violations of Fair Housing Act), and this Court should apply  
 23 it here.

24 Typically, a party seeking a permanent injunction must show: “(1) that it has suffered an  
 25 irreparable injury; (2) that remedies available at law, such as monetary damages, are inadequate  
 26 to compensate for that injury; (3) that, considering the balance of hardships between the plaintiff  
 27 and defendant, a remedy in equity is warranted; and (4) that the public interest would not be

1 disserved by a permanent injunction.” *eBay Inc. v. MercExchange*, L.L.C., 547 U.S. 388, 391  
 2 (2006).

3 The Fair Housing Center meets these elements, and the Court should so find. The  
 4 Plaintiff has proved that the Defendants’ occupancy restriction violates the law. Until and unless  
 5 Defendants’ policy is halted, it will irreparably harm the Plaintiff’s mission and non-party  
 6 families with children denied housing, which cannot be remedied by damages. This is especially  
 7 true for the families with children who will be denied housing absent an injunction. Any  
 8 hardship Defendants might experience by complying with an injunction that remedies and  
 9 prevents discrimination is easily outweighed by the hardship that continued violation of the law  
 10 would impose upon the Plaintiff in meeting its mission and on families with children. Finally, it  
 11 is hard to imagine how the remedies Plaintiff seeks would disserve the public interest.

12 Still, the Plaintiff need not meet the *eBay* test to be entitled to an injunction. The Ninth  
 13 Circuit has directed: “The standard requirements for equitable relief need not be satisfied when  
 14 an injunction is sought to prevent the violation of a federal statute which specifically provides for  
 15 injunctive relief.” *Burlington N. R.R. Co. v. Dep’t of Revenue*, 934 F.2d 1064, 1074 (9th Cir.  
 16 1991) (internal quotation marks and citation omitted). This standard applies to Title VIII (the  
 17 Fair Housing Act): “Once a court finds that a landlord has discriminated against prospective  
 18 tenants, it may enjoin the landlord from engaging in such practices.” *Mairs v. Gilbreath*, No. CV  
 19 01-9981 ABCBQRX, 2002 WL 34272404, at \*3 (C.D. Cal. Oct. 10, 2002) (quoting *Marable v.*  
 20 *Walker*, 704 F.2d 1219, 1221 (11th Cir.1983)).

21 The Fair Housing Act specifically authorizes permanent injunctive relief:

22 (1) In a civil action under subsection (a) of this section, *if the court finds that a*  
*discriminatory housing practice has occurred* or is about to occur, the court may  
 23 award to the plaintiff actual and punitive damages, and subject to subsection (d)  
 24 of this section, may grant as relief, as the court deems appropriate, *any permanent*  
*or temporary injunction*, temporary restraining order, or other order (including an  
 25 order enjoining the defendant from engaging in such practice or ordering such  
 26 affirmative action as may be appropriate).

27 42 U.S.C. § 3613(c) (emphasis added).

1       The Fair Housing Act clearly provides for the affirmative equitable relief that Plaintiff  
 2 Fair Housing Center of Washington requests here, as does the Washington Law Against  
 3 Discrimination, RCW 49.60.030(2). Such relief is warranted to ensure that Defendants will not  
 4 again discriminate based on familial status. In his deposition, Defendant Breier-Scheetz  
 5 expressed disinterest in whether his occupancy restriction harmed families with children despite  
 6 the fact that he conceded that it has a disproportionately harsh impact on them. *See infra* at page  
 7 12. He has failed to take responsibility for his conduct, has shown no remorse, and has declined  
 8 the Court's encouragement to work with Plaintiff to fashion injunctive relief appropriate to the  
 9 circumstances.

## 10           **II. APPROPRIATE TYPES OF INJUNCTIVE RELIEF**

11       It its order granting partial summary judgment to the Fair Housing Center, the Court  
 12 directed FHCW to address whether the "proposed injunctive relief is appropriately 'tailored to  
 13 remedy the specific harm alleged,' *see, e.g., McCormack v. Hiedeman*, 694 F.3d 1004, 1019-20  
 14 (9th Cir. 2012)." Dkt. 42.

15       For decades, federal courts have ordered the kinds of affirmative relief in fair housing  
 16 cases that Plaintiff seeks here: "Notably, with some consistency in the affirmative sections of the  
 17 injunctive orders examined, other tribunals have required defendants to take definite steps via  
 18 education and advertising towards sustained lawful conduct. Record keeping, too, has often been  
 19 mandated, thereby facilitating judicial monitoring of compliance." *Rogers v. 66-36 Yellowstone*  
 20 *Bvd. Co-op. Owners, Inc.*, 599 F. Supp. 79, 84-85 (E.D.N.Y. 1984).

21       "Injunctive relief should be structured to achieve the twin goals of insuring that the [Fair  
 22 Housing] Act is not violated in the future and removing any lingering effects of past  
 23 discrimination." *Marable v. Walker*, 704 F.2d 1219, 1221 (11th Cir.1983); *see also LeBlanc-*  
*Sternberg v. Fletcher*, 104 F.3d 355 (2d Cir. 1996); *Morgan v. Sec'y of Hous. & Urban Dev.*,  
 25 985 F.2d 1451, 1460 (10th Cir. 1993). Injunctions should provide "fair and precisely drawn  
 26 notice of what the injunction actually prohibits." *Columbia Pictures Indus., Inc. v. Fung*, 710  
 27 F.3d 1020, 1047 (9th Cir. 2013). Beyond such principals, the law provides no formula for

1 determining what form of equitable relief is appropriate. In fair housing cases, courts look to  
 2 what's needed and what works. *Ueno v. Napolitano*, No. 04 CV 1873 (SJ) VVP, 2007 WL  
 3 1395517, at \*7 (E.D.N.Y. May 11, 2007) (citing *Swann v. Charlotte-Mecklenburg Bd. of Educ.*,  
 4 402 U.S. 1, 15 (1971)).

5 The Court of Appeals, searching for a term to define the equitable remedial power  
 6 of the district courts, used the term 'reasonableness.' . . . [T]his Court [has] used  
 7 the term 'feasible' and by implication, 'workable,' 'effective,' and 'realistic' in  
 8 the mandate to develop 'a plan that promises realistically to work, and \* \* \* to  
 9 work now.' . . . However, in seeking to define the scope of remedial power or the  
 10 limits on remedial power of courts in an area as sensitive as we deal with here,  
 11 words are poor instruments to convey the sense of basic fairness inherent in  
 12 equity. Substance, not semantics, must govern[.]

13 *Swann*, 402 U.S. at 31.

14 Here, FHCW seeks reasonable, warranted, and tailored injunctive relief to ensure  
 15 Defendants cease enforcing and remedy their long-running occupancy restriction that has  
 16 excluded families with children from Defendants' studio apartments for decades.<sup>2</sup> Towards that  
 17 end, FHCW seeks an injunction ordering Defendants:

- 18 (1) to cease enforcing the occupancy restriction that this court has  
 19 already held violates the law, and not to impose any restriction that  
 20 is more restrictive than SMC 22.206.020;
- 21 (2) to maintain and provide to FHCW quarterly logs for its  
 22 residential properties for three years, identifying all prospective  
 23 tenant inquiries and Defendants' responses, including the bases for  
 24 any denials;
- 25 (3) to adopt a written anti-discrimination policy that prohibits  
 26 discrimination in violation of fair housing laws and to make each  
 27 of its employees aware of the policy, both within 60 days;
- 28 (4) to include the HUD fair housing logo on any advertisement or  
 29 posting for rental housing and post the logo in its administrative  
 30 offices;
- 31 (5) to pay FHCW to conduct two paired tests of the Granada  
 32 Apartments annually for three years at a rate of \$700 per test, at  
 33 dates and times unknown to Defendants; and

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(6) to pay FHCW to conduct annual trainings at a rate of \$700 per training for the next three years, and to require attendance by each of Defendants' employees whose duties include responding to inquiries from potential applicants or tenants or handling any part of the application for tenancy process.

The district court has broad and flexible discretion to shape an effective remedy for fair housing violations. *See James v. Lucas Metro Housing Authority*, 833 F.2d 1203, 1207-08 (6th Cir. 1987); *United States v. Yonkers Board of Education*, 837 F.2d 1181 (2d Cir. 1987). It should exercise its “broad equitable powers” so as “to make possible the fashioning of the most complete relief possible.” *Int'l Bhd. of Teamsters v. United States*, 431 U.S. 324, 364 (1977).

The types of relief requested here are well recognized as remedies for fair housing violations and in familial status and occupancy restriction cases. For instance, the Central District of California ordered a defendant landlord to comply with an extensive list of affirmative measures for three years, including remedial advertising, trainings of the landlord by a specified private housing rights organization, and detailed reporting by the organization, including: (1) all rental availability records (unit number, date of notification of availability, date vacated, date available for rental, date of all applications, date of all leases, date of new occupancy); (2) applications (accepted and rejected) and lease or rental agreements; and (3) a log of all persons who inquire about renting with person's name, address, and telephone number.

*Mairs v. Gilbreath*, No. CV 01-9981 ABCBQRX, 2002 WL 34272404, at \*4 (C.D. Cal. Oct. 10, 2002).

Similarly, the Eastern District of New York ordered a landlord to submit such reports for three years to an anti-discrimination non-profit organization. *Ueno v. Napolitano*, No. 04 CV 1873 (SJ)VVP, 2007 WL 1395517, at \*7 (E.D.N.Y. May 11, 2007). The court directed the landlord to inform the Anti-Discrimination Center of any newly-available vacancies so the Center could refer applicants— and the court required the landlord to consider those applicants. For each rejected referral, the court required the landlord to provide the Center written notice specifying the reasons. The *Ueno* court rejected the landlord’s resistance to reporting to the Center: “[A]s a comprehensive non-profit organization specializing in areas such as housing

1 discrimination those at the Anti-Discrimination Center ultimately tasked with implementing the  
 2 court's order of injunctive relief will have the requisite experience and professionalism to carry  
 3 out its end of the bargain with the public's interest in mind." *Id.*

4 Likewise, the Western District of Tennessee approved a consent decree that required a  
 5 landlord to provide extensive annual reports to plaintiffs' counsel for six years, including  
 6 detailed information related to its Section 8 waiting list, the racial composition of families in the  
 7 landlord's housing projects, all applications for funding from HUD, and detailed information  
 8 regarding the landlord's operations. *Hale v. U.S. Dep't of Hous. & Urban Dev.*, No. CIV.A. C-  
 9 73-410, 1985 WL 11179, at \*8–9 (W.D. Tenn. Aug. 23, 1985).

10 Similar to the Anti-Discrimination Center in *Ueno*, the Fair Housing Center's "mission is  
 11 to end housing discrimination in Western Washington." Dkt. 19, ¶ 3. Formerly known as the  
 12 Fair Housing Center of South Puget Sound, it "is a private non-profit organization which seeks to  
 13 'identify and eliminate discriminatory housing practices and to ensure the equal availability of  
 14 housing and related services to all people, without regard to race, religion, gender, national  
 15 origin, familial status, or disability.'" *Nevels v. W. World Ins. Co.*, 359 F. Supp.2d 1110, 1120  
 16 (W.D. Wash. 2004). To achieve this mission, "FHCW provides an array of programs and  
 17 services designed to eliminate housing discrimination through counseling, education, advocacy,  
 18 research, and enforcement of fair housing laws." Declaration of Lauren Walker Lee, Executive  
 19 Director of the FHCW, ¶ 3. This work includes testing landlords and prosecuting violations of  
 20 the fair housing laws, as it did in *Nevels, supra*, and in this case, *id.*, ¶¶ 3, 6; Dkts. 19, 21, 22, 23.  
 21 The Center provides training to landlords on compliance with fair housing laws and monitors  
 22 compliance with the law and judicial orders through testing and reviewing landlord records and  
 23 practices. *See* Walker Lee Decl., ¶¶ 2, 4, 7; *see, e.g.*, *Hubley v. CIC Corp.*, CV 02-5566 (W.D.  
 24 Wash. 2005) (Consent Decree under Fair Housing Act instructing landlord to receive training  
 25 and testing from, and provide records for monitoring to, the Fair Housing Center of Washington  
 26 f/k/a Fair Housing Center of South Puget Sound), Wing Decl., Ex. D.

1        As in *Ueno*, it is appropriate and effective for the Court to rely on FHCW's expertise in  
 2 fair housing testing and monitoring to ensure compliance with the Court's declaration that  
 3 Defendants' occupancy restriction is illegal and its injunction prohibiting and remedying the  
 4 policy, and preventing future violations.

5                    **III. SCOPE AND DURATION**

6        The Court directed FHCW to address whether the Center's request seeks an appropriate  
 7 scope of data, and for a reasonable duration. The requests comport with this Court's discretion  
 8 and with similar orders by this and other courts.

9        As shown above, a three-year duration, as FHCW requests, is widely used as a reasonable  
 10 period for remedial provisions. And it's been used here: the U.S. District Court for the Western  
 11 District of Washington directed a defendant mobile home park to provide detailed records for  
 12 three years. *United States v. Keck*, No. CIV. A. C89-1664-C, 1990 WL 357064 at \*8 (W.D. Wa.  
 13 Nov. 15, 1990). The order included detailed contact information for all persons who inquired about a  
 14 dwelling, including the number of children younger than 18 years of age; copies of all applications  
 15 for residence at the park and all related correspondence, notes, correspondence and other records;  
 16 waiting lists and advertisements for the park. *Id.* Similarly, in *Hubley v. CIC Corp.*, CV 02-5566,  
 17 at \* 3-7 (W.D. Wash. 2005), this Court approved a five-year consent decree under Fair Housing  
 18 Act for family status and race discrimination, ordering the landlord to adopt an anti-  
 19 discrimination policy, receive fair housing training, maintain logs of applicant inquiries and  
 20 tenant evictions, supply records for review to a fair housing center, pay the fair housing center  
 21 for testing, and use the HUD fair housing logo in any advertising and post it onsite. Wing Decl.,  
 22 Ex. D.

23        In 2011, the U.S. District Court for the Western District of Washington approved a  
 24 consent order granting injunctive relief in a case alleging that an apartment complex and its  
 25 resident manager had engaged in discrimination, including on the basis of familial status. *United*  
*26 States v. Summerhill Place, LLC*, NO. 2:10-cv-01180-JLR (W.D. Wash. Mar. 8, 2011), Wing  
 27 Decl., Ex. F. The order required that the defendants maintain for the plaintiff's inspection

1 detailed records about visitors, rental applications, leases, building rules and regulations;  
 2 maintain a waitlist; require training pre-approved by the plaintiff for all employees who might  
 3 have a role in showing the apartments or choosing who is selected to live there, and to refrain  
 4 from employing the individual defendant in any position that involves interacting or managing  
 5 potential or actual tenants.

6 Numerous courts have entered injunctions and consent decrees that contain affirmative  
 7 remedies such as those requested here in fair housing cases brought not only by the federal  
 8 government but by private fair housing centers as well. *See, e.g., Southern California Housing*  
*Rights Center v. Krug*, 564 F. Supp.2d 1138, 1155-56 (C.D. Cal. 2007) (requiring, for three  
 10 years, a landlord to maintain records of all applications and details of the outcome of the  
 11 application, unit availability list, inquiry log, and a chronological waiting list; annual training of  
 12 the landlord and its employees, to be performed by the plaintiff at Defendants' expense;  
 13 revisions to practices and advertisements; and compliance with the law); *Housing Rights Center*  
*v. Snow*, No. CV05-4644SGL (JTLX), 2007 WL 91148, at \*5 (E.D. Cal. Jan. 3, 2007) (requiring  
 15 three years of "yearly fair housing training to be provided by the Housing Rights Center" at its  
 16 customary charge and detailed record keeping that included dwelling availability, a prospective  
 17 tenant inquiry log including contact information and the outcome of the inquiry and application  
 18 information including bases for any denials, and a chronological waiting list for prospective  
 19 tenants.); *United States v. Townhomes of Kings Lake HOA*, No. 8:12-cv-2298-T-33TGW (D. Fla.  
 20 Aug. 15, 2013) (consent decree ordering a home owners' association to refrain from  
 21 discriminating on the basis of familial status; amend its governing documents and rules to  
 22 comply with the law; provide public notice of the changes; maintain a log of all rejected potential  
 23 tenants and adverse actions threatened or taken against a resident; send all relevant employees to  
 24 a training program approved by the plaintiff; and maintain records of rental applications, sales  
 25 agreements, and complaints by actual or prospective residents). Wing Decl., Ex. G;  
 26 *Baumgardner v. Sec'y, U.S. Dep't of Hous. & Urban Dev. on Behalf of Holley*, 960 F.2d 572,  
 27 583–84 (6th Cir. 1992) (requiring defendant to maintain and submit quarterly reports for two

1 years including copies of written rental advertisements and applications, sample leases, notes on  
 2 the gender of all persons making oral inquiries and applications, the bases for application  
 3 rejections, and a list of occupants and vacancies with the gender and other details recorded); S.  
 4 *Suburban Hous. Ctr. v. Lincoln-Way Builders, Inc.*, No. 90 C 6077, 1990 WL 186193, at \*5–6  
 5 (N.D. Ill. Nov. 13, 1990) (five-year consent decree in familial status discrimination case,  
 6 requiring condominiums owner and staff to attend fair housing trainings sponsored by the  
 7 plaintiff fair housing center, submit to testing by the plaintiff, use the HUD fair housing logo in  
 8 advertising); *United States v. Lepore*, 816 F. Supp. 1011, 1025 (M.D. Pa. 1991) (enjoining  
 9 mobile home park from enforcing its occupancy restrictions, which discriminated based on  
 10 familial status; requiring certain recordkeeping and reporting procedures including reporting to  
 11 the court information about the park tenants and applicants and their familial status).

12 The need for ample time to establish new practices as the new normal is especially  
 13 apparent on the facts of this case. The Defendants have been enforcing their discriminatory  
 14 policy on a daily basis for more than forty years, with an expressed attitude by owner/operator  
 15 Frederick Breier-Scheetz that he does as he pleases. It will take time to remedy the long-  
 16 standing violation through implementation of a new policy, trainings, and oversight via checking  
 17 logs and testing. Monitoring that Defendants have in fact changed their policy and practices  
 18 permanently can only be effectively measured over time; otherwise, there is an unreasonable risk  
 19 that any apparent corrections will be short-lived. The scope and duration of FHCW's requests are  
 20 tailored to the needs of this case, are reasonable and relatively modest, and are consistent with  
 21 numerous other injunctions and consent decrees ordered for decades by this and other courts to  
 22 remedy and prevent fair housing violations, including in familial status cases.

23 Finally, in determining the propriety of injunctive relief, courts consider whether the  
 24 defendant appreciates the wrongfulness of its conduct. *Williamsburg Fair Housing v. N.Y.C.*  
 25 *Housing Authority*, 493 F. Supp. 1225, 1251 (S.D.N.Y. 1980). For example, in *Inland Mediation*  
 26 *Bd. v. City of Pomona*, 158 F. Supp.2d 1120, 1162 (C.D. Cal. 2001), the court entered injunctive  
 27 relief relying in part on the fact that:

1 Defendants have a similar lack of understanding of the potential wrongfulness of  
 2 their conduct. Indeed, Plaintiffs have provided evidence that [the defendant]  
 3 personally believes, and has attempted to convince others, that federal fair  
 4 housing statutes are not enforceable, and that the government cannot in any way  
 influence a building owner's decision regarding the acceptance of tenants.

5 Here, Defendants have similarly acted with disregard for fair housing law even when  
 6 their violations and the law itself have been repeatedly brought to their attention.

7 Defendants have ignored repeated warnings that their irrational and arbitrary occupancy  
 8 restriction is illegal. In 2014, FHCW filed a complaint against Defendants with the U.S.  
 9 Department of Housing and Urban Development. Dkt. 17 at 3. Defendants made no changes to  
 10 their policy. In late 2015, the Seattle Office for Civil Rights concluded its investigation finding  
 11 "reasonable cause" that Defendants' policy results in a disparate, adverse impact on persons  
 12 based on their familial status and therefore violates the Fair Housing Act and the Seattle  
 13 Municipal Code. Dkt. 17 at 4. Again, Defendants did nothing to cure their violations or abandon  
 14 their discriminatory policy. Then, Plaintiff filed this action on June 16, 2016, challenging  
 15 Defendants' occupancy restriction. Dkt. 1. Plaintiffs' counsel wrote a letter to the defense two  
 16 months later, on August 3, 2016, citing numerous court opinions that held such occupancy  
 17 restrictions violated the law and urging the Defendants to cease enforcement of the restriction.  
 18 Wing Decl., Ex. E. Defendants ignored the letter and maintained their policy.

19 Four months later, Defendants aggressively moved to dismiss Plaintiff's case arguing that  
 20 the lawsuit did not even plausibly state a violation of the law. In response, Plaintiff filed a  
 21 counter-motion for summary judgment, which detailed the substantial precedent holding that  
 22 such occupancy restrictions violate fair housing law and provided the expert opinion of Dr.  
 23 Avery Mason Guest that Defendants' policy has a damaging disparate impact on families with  
 24 children. Dkt. 20. Defendants conceded the disparate impact but still refused to rescind their  
 25 illegal policy. Instead, nearly three months later, on March 27, 2017, Defendant Frederick  
 26 Breier-Scheetz testified at his deposition that he has no misgivings about his discriminatory  
 27 policy and showed no appreciation of the harm it causes families with children:

1 Q Okay. And you've known that no children can live in your  
2 small studio apartments since you adopted the policy;  
right?

3 A Yeah, it's ipso facto. . . .

4 Q Does it concern you that no families with children can live  
5 in your studios?

6 A Why should it? . . .

7 Wing Decl., Ex. A (Breier-Scheetz Dep. at 83:16-84:4. And he testified that despite knowing  
8 that the Fair Housing Act prohibits discrimination against families with children he feels free to  
restrict occupancy because "that's what I wish to do":

9 Q What is your understanding of what the law prohibits in  
10 terms of family status discrimination in housing?

11 A That you don't not rent to people because they are families,  
however that might be defined.

12 . . .

13 Q Do you have an understanding about whether adopting and  
14 implementing occupancy restrictions is legal or not legal  
under the fair housing law?

15 A Oh, I believe it's legal or I guess I wouldn't be here. I don't  
16 believe the standards, you know, your principal is asserting  
are acceptable or that are required.

17 . . .

18 Q So do you believe that a landlord may limit the number of  
19 people who rent an apartment however they wish without  
running afoul of the Fair Housing Act?

20 A Well, I think there are good reasons for doing what I do  
21 and, therefore, that's what I wish to do, however you want  
to slice it; that's what I do.

22 *Id.* at 93:4-24, 94:11-16.

23 The Court should approve the injunctive relief sought here because it is reasonable,  
24 widely granted in similar fair housing cases, tailored to address the violations committed by  
25 Defendants, which they have maintained for arbitrary reasons for decades with no concern for  
26

1 families with children after repeated warnings that the occupancy restriction disproportionately  
2 harms families and is unlawful.

3 **IV. CONCLUSION**

4 For the reasons explained above, the Court should grant the injunctive relief requested.

5 DATED this 2nd day of June, 2017.  
6

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8

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## CERTIFICATE OF SERVICE

I certify that on the date noted below I electronically filed this document entitled **Plaintiff's Supplemental Brief in Support of Injunctive Relief** with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following persons:

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Esmeralda Valenzuela, Legal Assistant

**PLAINTIFF'S SUPPLEMENTAL BRIEF  
IN SUPPORT OF INJUNCTIVE RELIEF - 14  
No. 2:16-cv-00922-MAT**

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